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 16 Alfred Edwin Pevler

17 UNITED STATES DISTRICT COURT  
 18 CENTRAL DISTRICT OF CALIFORNIA

19 [UNDER SEAL],

20 Plaintiffs,

21 vs.

22 [UNDER SEAL]

23 Defendants.

CASE NO:

CASE FILED:

ASSIGNED FOR ALL PURPOSES TO  
HON. XXX

FILED IN CAMERA AND UNDER  
SEAL PURSUANT TO 31 U.S.C  
§3730(b)(2)

COMPLAINT FOR VIOLATIONS OF  
THE FEDERAL FALSE CLAIMS ACT

JURY TRIAL DEMANDED

DISCOVERY CUT-OFF: NONE SET  
MSJ HEARING CUT-OFF: NONE SET  
TRIAL DATE: NONE SET

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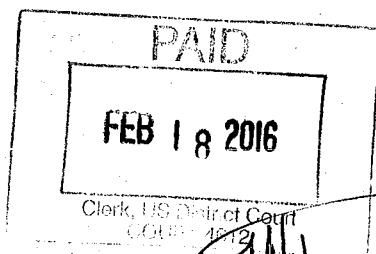
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 16 Alfred Edwin Pevler

17 **UNITED STATES DISTRICT COURT**  
 18 **CENTRAL DISTRICT OF CALIFORNIA**

19 UNITED STATES *ex rel* ALFRED  
 20 EDWIN PEVLER,

21 Plaintiffs,

22 vs.

23 RAYTHEON COMPANY, a Delaware  
 24 corporation; and DOES 1-10, inclusive,

25 Defendants.

CASE NO.:

CASE FILED:

ASSIGNED FOR ALL PURPOSES TO  
 HON. XXX

**FILED IN CAMERA AND UNDER  
 SEAL PURSUANT TO 31 U.S.C  
 §3730(b)(2)**

**RELATOR ALFRED EDWIN  
 PEVLER'S COMPLAINT FOR  
 DAMAGES AND INJUNCTIVE  
 RELIEF**

JURY TRIAL DEMANDED

DISCOVERY CUT-OFF: NONE SET  
 MSJ HEARING CUT-OFF: NONE SET  
 TRIAL DATE: NONE SET

26 The United States of America, by and through qui tam relator Alfred Edwin  
 27 Pevler ("Relator"), brings this action under 31 U.S.C. sections 3729, *et seq.*, as  
 28 amended ("False Claims Act") to recover all damages, penalties and other  
 remedies established by the False Claims Act.

///

**PRELIMINARY STATEMENT**

1  
2       1.     This is an action to recover damages and civil penalties on behalf of  
3 the United States of America, for violations of the False Claims Act arising from  
4 false or fraudulent records, statements, or claims, or any combination thereof,  
5 made, used or caused to be made, used or presented, or any combination thereof,  
6 by the defendants, their agents, employees, or co-conspirators, or any combination  
7 thereof, with respect to false claims for payment on Defendants' contract with the  
8 United States Army for a Ground Control Station ("GCS") to support Raytheon's  
9 Hawkeye (Ground Penetrating Synthetic Aperture Radar (GPSAR) Vertical Take  
10 Off and Landing (VTOL) Unmanned Aerial Vehicle (UAV) Counter-IED System  
11 Development program ("the Hawkeye program").

12       2.     The False Claims Act was enacted during the Civil War. Congress  
13 amended the False Claims Act in 1986 to enhance the government's ability to  
14 recover losses sustained as a result of fraud against the United States after finding  
15 that fraud in federal programs was pervasive and that the False Claims Act, which  
16 Congress characterized as the primary tool for combating government fraud, was  
17 in need of modernization. Congress intended that the amendments create  
18 incentives for individuals with knowledge of fraud against the government to  
19 disclose the information without fear of reprisal or government inaction, and to  
20 encourage the private bar to commit legal resources to prosecuting fraud on the  
21 government's behalf.

22       3.     The False Claims Act provides that any person who knowingly  
23 submits, or causes the submission of, a false or fraudulent claim to the United  
24 States government for payment or approval is liable for a civil penalty of up to  
25 \$11,000 for each such claim, plus three times the amount of the damages sustained  
26 by the government.

27       4.     The False Claims Act allows any person having information about a  
28 false or fraudulent claim against the government to bring an action for himself and

1 the government, and to share in any recovery. The False Claims Act requires that  
2 the complaint be filed under seal for a minimum of 60 days (without service on the  
3 defendant during that time) to allow the government time to conduct its own  
4 investigation and to determine whether to join the suit.

5 5. This is an action for treble damages and penalties for each false claim  
6 and each false statement under the False Claims Act, 31 U.S.C. §§3729, *et seq.*, as  
7 amended.

8 6. This action alleges, *inter alia*, that, from at least 2010 to the present,  
9 Raytheon Company (“Raytheon” or “Defendant”) has violated the False Claims  
10 Act by knowingly submitting false or fraudulent claims to the United States  
11 government for payment of in excess of \$23 million in connection with its contract  
12 #H94003-04-D-0006 with the United States government for the Hawkeye program.  
13 Relator further alleges Raytheon used false statements to the United States in order  
14 to compel it to enter into the contract for the Hawkeye program, conspired with  
15 others in connection with said contract, and unlawfully retained the fraudulently-  
16 secured payment from the United States in connection with said contract. Relator  
17 further alleges Raytheon retaliated against him by demoting him, removing him  
18 from the Hawkeye program, and ultimately terminating his employment on  
19 pretextual grounds, for his role in complaining about and exposing the fraud.

20 **JURISDICTION AND VENUE**

21 7. This Court has jurisdiction over the subject matter of this action  
22 pursuant to 28 U.S.C. section 1331 and 31 U.S.C. section 3732, the latter of which  
23 specifically confers jurisdiction on this Court for actions brought pursuant to 31  
24 U.S.C. sections 3729 and 3730.

25 8. This Court has personal jurisdiction over Defendants pursuant to 31  
26 U.S.C. section 3732(a) because Defendants can be found, and transact business, in  
27 this District and the actions complained of which are proscribed by 31 U.S.C.  
28 section 3729 occurred in this District.

9. Venue is proper in this District under 31 U.S.C. section 3730(b)(1) because all of the defendants have at least minimum contacts with the United States, and all Defendants can be found in, reside, and/or transact or have transacted business in this District. Additionally, the actions complained of which are proscribed by 31 U.S.C. section 3729 occurred in this District.

10. There has been no “public disclosure” of the allegations or transactions in this Complaint that bar jurisdiction under 31 U.S.C. section 3730(e). To the extent there has been any such disclosure, Relator constitutes an “original source” pursuant to 31 U.S.C. section 3730(e)(4).

0	<u>PARTIES</u>
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11. Qui Tam Relator Alfred Edwin Pevler is an individual who was employed by Raytheon from June 7, 2010 until February 19, 2014 when his employment was unlawfully terminated for pretextual reasons. Before this suit was filed, Relator voluntarily and on his own initiative contacted federal law enforcement, turned over evidence of Defendants' wrongdoing, worked closely with federal agents and had meetings to assist federal law enforcement officers in gathering, reviewing, and understanding the evidence. After Raytheon became aware of Relator's complaint of wrongdoing, Raytheon reassigned Relator away from the Hawkeye program. After Raytheon became aware of Relator's meeting with federal law enforcement, Raytheon wrongfully terminated Relator's employment for pretextual reasons.

12. Defendant Raytheon Company is a government contractor that provides state-of-the-art electronics, mission systems integration and other capabilities in the areas of sensing; effects; and command, control, communications and intelligence systems; as well as a broad range of mission support services as an aerospace and defense contractor to the United States government. Raytheon is headquartered in this judicial district, although it is incorporated in Delaware. Raytheon contracts with many agencies of the United

1 States government.

2 13. The true names, capacities and identities of defendants DOES 1  
3 through 50 are presently unknown to Relator. Both the named defendant and such  
4 additional DOE defendants served as contractors, agents, partners, and/or  
5 representatives of one another in the fraud, concealment, and submission of false  
6 and fraudulent claims to the United States, and were acting within the course,  
7 scope and authority of such contract, agency, partnership and/or representation for  
8 the conduct described herein. When their true names and capacities are  
9 ascertained, Relator will file an Amendment to this Complaint. Relator is  
10 informed and believes and thereon alleges that each of the fictitiously named  
11 defendants is responsible in some manner for the occurrences herein alleged, and  
12 those defendants proximately caused, are responsible for, and/or are legally liable  
13 for Relator's damages as herein alleged. Each reference in this Complaint to  
14 "Defendant," "Defendants," or a specifically named defendant refers to and  
15 includes all Defendants sued under fictitious names.

16 14. Whenever in this Complaint reference is made to any act of  
17 Defendants, such allegations shall be deemed to mean all named defendants and  
18 DOES 1 through 50, or their officers, owners, members, shareholders, agents,  
19 managers, representatives, employees, heirs, assignees, customers and tenants, did  
20 or authorized such acts while actively engaged in the operation, management,  
21 direction or control of the affairs of Defendants and while acting within the course  
22 and scope of their duties.

23 15. At all relevant times, Raytheon was an "employer" covered by  
24 California Labor Code section 1102.5(b) which prohibits employers from  
25 retaliating against employees for disclosing information, or because the employer  
26 believes that the employee disclosed or may disclose information, to a government  
27 or law enforcement agency, when the employee has reasonable cause to believe  
28 that the information discloses a violation of state or federal statute, or a violation of



1 or noncompliance with a local, state, or federal rule or regulation.

2 16. At all relevant times, Raytheon was an "employer" covered by  
3 California Labor Code section 1102.5(c) which prohibits employers from  
4 retaliating against employees for refusing to participate in an activity that would  
5 result in a violation of state or federal statute, or a violation of or noncompliance  
6 with a local, state, or federal rule or regulation.

### 7 APPLICABLE LAW

8 17. The False Claims Act provides that any person who (1) knowingly  
9 presents, or causes to be presented, a false or fraudulent claim to the United States  
10 for payment or approval; (2) knowingly makes, uses, or causes to be made or used,  
11 a false record or statement material to a false claim; (3) conspires to commit either  
12 of the foregoing; or (4) knowingly conceals or knowingly and improperly avoids  
13 an obligation to pay or transmit funds to the government is liable to the United  
14 States for damages and penalties. (31 U.S.C. §§3729(a)(1)(A), (a)(1)(B),  
15 (a)(1)(C), and (a)(1)(G).

16 18. The False Claims Act also prohibits retaliation against an employee  
17 for making efforts to prevent the submission of false and fraudulent claims to the  
18 government. (31 U.S.C. §3730(h)).

19 19. The False Claims Act allows any person having knowledge of a false  
20 or fraudulent claim against the United States to bring an action for himself and the  
21 United States, and to share in any recovery.

22 20. False Claims Act liability attaches to any person who knowingly  
23 presents or causes a false or fraudulent claim to be presented for payment, or to a  
24 false record or statement made to get a false or fraudulent claim paid by the  
25 government. (31 U.S.C. §§3729(a)(1),(2)).

26 21. Under the False Claims Act, the terms "knowing" and "knowingly"  
27 mean that a person: (a) has actual knowledge of the information; (b) acts in  
28 deliberate ignorance of the truth or falsity of the information; or (c) acts in reckless

1 disregard of the truth or falsity of the information, and no proof of specific intent to  
2 defraud is required. (31 U.S.C. §3729(b)).

3 22. The False Claims Act is violated not only by a person who makes a  
4 false statement or a false record to get the government to pay a claim, but also by  
5 anyone who engages in a course of conduct that causes the government to pay a  
6 false or fraudulent claim for money.

### 7 FACTUAL ALLEGATIONS

8 23. Relator Alfred Edwin Pevler was employed by Raytheon as a Senior  
9 Principal Engineer from June 7, 2010 until February 19, 2014 when his  
10 employment was unlawfully terminated for pretextual reasons.

11 24. In January 2010, Relator was living in San Antonio, Texas and was  
12 recruited by Defendant Raytheon to move to California and accept a position of  
13 Product Team Lead.

14 25. Although Relator was unemployed at the time Raytheon first  
15 contacted him, by the time he and Raytheon negotiated the terms of employment,  
16 Relator had accepted a position with another defense contractor (for whom he had  
17 not yet begun working).

18 26. Raytheon's offer was less attractive financially and required a move  
19 from Texas to California, but based on Raytheon's representations during the  
20 interview process, Relator was convinced the Raytheon position held more to offer  
21 in terms of job assignment and long-term success. Raytheon had also offered to  
22 reinstate all of Relator's security clearances, including Sensitive Compartmented  
23 Information access.

24 27. On or about February 17, 2011, Relator received his Performance &  
25 Development Summary (performance evaluation) for the 6 months he worked in  
26 the 2010 work year. Relator's 2010 performance was rated as "Meets  
27 Requirements."

28 28. In or about March 2011, Relator was assigned as the Integrated



1 Product Team Lead (“IPTL”) for Ground Control Station (“GCS”) to support  
 2 Raytheon’s Hawkeye program for the United States Army, consistent with the type  
 3 of position for which he was recruited and hired. As the GCS IPTL, Relator was  
 4 responsible for development of the GCS and Raytheon’s compliance with the  
 5 terms of its contract with the United States.

6 29. Raytheon’s contract #H94003-04-D-0006 with the United States was  
 7 premised on a need for enhanced survivability of soldiers and vehicle platforms  
 8 against Improvised Explosive Devices (“IEDs”), which at the time of the Hawkeye  
 9 program contract was prepared, were the leading contributors to casualties in  
 10 current combat zones.

11 30. The Hawkeye program contract provides as “Background”:

12 “There are a myriad of IED threats currently in use and a number of  
 13 technologies aimed at mitigating them. However, there is no single  
 14 solution that is completely effective against IEDs and soldier  
 15 protection involves a compilation of technologies to offer substantial  
 16 protection. The Joint IED Defeat Organization (JIEDDO) is  
 17 responsible for leading, advocating, and funding all DOD efforts to  
 18 defeat IEDs. JIEDDO currently has capability gaps that reduce the  
 U.S. forces [sic] effectiveness at defeating IEDs. Among these gaps  
 are IED prevention and detection; IED neutralization; and force  
 training. JIEDDO’s mission is further complicated by the lack of a  
 rapid acquisition approach and the need to quickly field technology-  
 intensive solutions to reduce casualties occurring at high frequency in  
 theatre.”

19 31. For Raytheon’s work on the Hawkeye program, the United States  
 20 agreed to pay in excess of \$23 million. Relator is informed and believes and based  
 21 thereon alleges the United States did pay Raytheon for the Hawkeye program  
 22 contract.

23 32. Immediately after Raytheon’s contract with the Army for the  
 24 Hawkeye program was formalized, Relator read it. The contract contains only 2  
 25 Contractual Engineering Tasks, one of which specifies the attributes of the GCS.  
 26 Contractual Engineering Task (“CET”) 3.3.2.2 of the contract states:

27 “The GCS design shall utilize a transportable shelter certified for  
 28 military air transport, and suitable for operation in a forward operating  
 area. The GCS shall contain the IFP and associated resources,  
 workstations for the UAV pilots, mission commander, and

1 information analysts. Nonsecure Internet Protocol Router (NIPR)  
2 Network capabilities shall also be provided in the GSC.” (Emphasis  
added).

3 33. When Relator read CET 3.3.2.2., he immediately realized Raytheon  
4 could not meet the contract requirements for the GCS. Specifically, the GCS  
5 would not be able to be “certified for military air transport”. Raytheon’s January  
6 22, 2010 proposal for the contract contemplated the GCS was expected to be a 40  
7 foot long container, similar to those used on cargo ships. The container was to be  
8 converted by the manufacturer to be a self-contained laboratory with electrical  
9 generation, HVAC, computers, and work stations, etc.

10 34. The Department of Defense agency responsible for the approval of  
11 airlift cargo on fixed wing cargo aircraft is the Air Transportability Test Loading  
12 Agency (“ATTLA”). The ATTLA has published criteria for meeting certification  
13 requirements without ATTLA specific analysis or test loading. “An item should be  
14 evaluated as an air transportability problem item if it exceeds any of the parameters  
15 listed” on its website, including when the length of the item is greater than 20 feet.

16 35. Because the GCS design in Raytheon’s contract with the United States  
17 contemplated a container 40 feet in length, it exceeded the parameter criteria  
18 published by the ATTLA, meaning in order to meet the contractual requirement  
19 that the GCS be “certified for military air transport,” Raytheon was required to  
20 submit the system design to the ATTLA for evaluation.

21 36. The Hawkeye development schedule and budget had no allowances  
22 for ATTLA evaluation and was very aggressive in both of those parameters. As  
23 the GCS IPTL, Relator was unaware of any contact whatsoever with the ATTLA  
24 to discuss certification and no such communication was discovered when the  
25 subject of ATTLA requirements was raised with project management.

26 37. Instead, Chief Engineer Maurice Roe wrote in an email that such  
27 certification was not required for the contracted phase of the project, and would be  
28 included in a future phase contract. Insofar as the requirement existed as CET

1 3.3.2.2 of the existing contract, Raytheon's ignoring the requirement a violation of  
2 its contractor obligations to the United States and the plan to include such  
3 certification from the ATTILA in a future contract is a plan to double bill for the  
4 exact same capability, for which the United States had already agreed to pay in  
5 excess of \$23 million.

6 38. During the week of April 18, 2011, in a meeting with Systems Cross  
7 Product Team Lead Steven Palik and Chief Engineer Maurice Roe, Relator  
8 announced that Raytheon could not comply with the specifications in CET 3.3.2.2.  
9 Relator recommended requesting relief from the contracting officer, but his  
10 suggestion was ignored and, in the April 27, 2011 kickoff meeting shortly  
11 thereafter with the United States Army, Raytheon did not disclose its inability to  
12 comply with the terms of the contract for which it was paid by the United States  
13 Army.

14 39. Raytheon's April 27, 2011 PowerPoint presentation to the United  
15 States entitled, "Hawkeye Customer Kick Off" specifies the length of the GCS to  
16 be 40 feet, and indicates the GCS would be "Air and Ground Transport Capable"  
17 as opposed to "certified for military air transport" as required by the contract.

18 40. In an email exchange between Relator and then-Program Manager  
19 Kevin Sickles about the problem, Relator wrote on April 29, 2011, that Raytheon  
20 had a "contractual obligation for the GCS to be certified for military air transport"  
21 and characterized the contradiction between that requirement and the size  
22 requirement for the GCS as "nontrivial." Relator noted that it was unlikely the  
23 particular GCS they were building would ever be flown on a military transport  
24 aircraft, but nonetheless, reiterated that the contractual obligation that the GCS be  
25 certified to do so, existed. Relator's email requested clarification of the  
26 instructions as to the contradictory directives, specifically asking in conclusion, "Is  
27 our intent to follow or to request modification from our present contractual  
28 obligation regarding military air transport certification?"

1           41. After some exchange with Sickles on the issue, Relator received an  
2 April 29, 2011 reply from Roe, stating the military air transport certification was  
3 not required for phase 1 of the project. Instead, Roe directed the team to “move on  
4 with the order to assure the shelter gets here to support sil integration.” Roe’s  
5 directive ensured the United States Army would be billed a second time for the  
6 same work because it indicated that the cost of certification for military air  
7 transport would be built into the not-yet-negotiated phase 2 of the project, rather  
8 than the already negotiated and, at least partially paid for, phase 1 of the project.

9           42. Following Roe’s email, Relator learned Don Crosby was replacing  
10 Kevin Sickles as Program Manager. In a verbal discussion, Crosby told Relator to  
11 “completely remove air transportability certification and considerations” from the  
12 requirements and negotiations. In other words, Raytheon had no intention of  
13 meeting CET 3.3.2.2’s requirements, even though it had billed the United States in  
14 excess of \$23 million for phase 1 of the contract, which included a commitment  
15 that the GCS would be “certified for military air transport.” Relator confirmed  
16 Crosby’s directive in an April 30, 2011 reply to Mr. Roe’s April 29 email.

17           43. Because Raytheon could not meet the requirement of CET 3.3.2.2, it  
18 could not and did not deliver on the contract for which it was paid in excess of \$23  
19 million.

20           44. Almost immediately after Relator stated Raytheon could not meet its  
21 contractual obligations to the United States Army in the meeting during the week  
22 of April 18, his relationship with Chief Engineer Roe deteriorated. Specifically,  
23 Roe alternated between passive-aggressive and combative behavior toward  
24 Relator, began avoiding Relator and failed to communicate professionally with  
25 Relator. When this pattern of conduct began to impact Relator as a hostile work  
26 environment, aggravating long-dormant symptoms of post-traumatic stress  
27 disorder, from which Relator suffers as a result of traumatic incidents from his  
28 childhood, Relator approached Program Manager Crosby about his concerns.

1 Crosby responded by stating his “head would explode” if he had to handle the  
2 conflicts emerging between Relator and Mr. Roe.

3 45. Close to midnight on May 25, 2011, Roe sent an email to Relator  
4 which misquoted and unnecessarily attacked Relator. On May 26, 2011, Relator  
5 forwarded the email to Program Manager Crosby, disclosing his disability and  
6 requesting accommodation. Relator received no response.

7 46. In or about May 2011, Relator noticed that much of his email  
8 correspondence detailing his insistence that Raytheon was mishandling the  
9 government contract and could be guilty of defrauding the government had been  
10 deleted from his Raytheon email account. The deletion of such emails is against  
11 legal requirements for government contracted companies, is likely against  
12 Raytheon protocol and constitutes spoliation of evidence. Relator complained to  
13 the IT manager, who did not acknowledge any emails had been deleted, and  
14 therefore, offered no explanation for what Relator had most certainly observed.

15 47. On June 1, 2011, Raytheon’s Vice President, Roy Azevedo, spoke  
16 glowingly of his confidence in the Hawkeye leadership team, which included  
17 Relator.

18 48. On or about June 2, 2011, less than a week after disclosing his  
19 disability and less than 2 months after notifying Raytheon it could not comply with  
20 its contractual obligations to the Army on the Hawkeye program, Relator was  
21 removed from the Hawkeye program. The only explanation provided at the time  
22 by John Constantino (who had originally recruited and hired Relator) was that  
23 Relator was removed by Program Manager Crosby because he was “too thin  
24 skinned,” an obvious reference to Relator’s objections to the contractual  
25 irregularities, and emotional manifestations of the PTSD, triggered by the hostile  
26 work environment. In a subsequent conversation with David Kanagawa from  
27 Raytheon’s Human Resources Department, Relator was told he was removed from  
28 the Hawkeye program because he was “not getting along with” Program Manager



1 Crosby. The GCS IPTL position was left vacant, presumably because anyone  
2 filling that role would necessarily have had the same objections to the contract that  
3 Relator had expressed.

4 49. From June 3, 2011 until September 19, 2011, Relator was on a doctor-  
5 prescribed disability leave of absence. The notes Relator submitted to Raytheon  
6 identified Relator's disability as post-traumatic stress disorder and stated he was  
7 unable to work during this time frame. Specifically, by letter dated July 15, 2011,  
8 Relator's therapist, Artemis Tegan, M.A., MFT, notified Raytheon that Relator  
9 was in treatment for Complex Post Traumatic Stress Disorder, with symptoms  
10 including insomnia, panic attacks, hypervigilance and dissociation. Ms. Tegan's  
11 letter included recommendations for accommodations which Raytheon could  
12 provide in order to avoid triggering Relator's symptoms, and additional  
13 accommodations which would assist Relator in successfully performing his job  
14 duties.

15 50. By letter dated July 21, 2011, Relator's physician, Isabel Puri, M.D.  
16 also advised Raytheon that Relator suffered from Complex Post Traumatic Stress  
17 Disorder, which included symptoms of insomnia, panic attacks, hypervigilance and  
18 dissociation. Dr. Puri's letter suggested reasonable accommodations at work to  
19 avoid triggering dissociative episodes, including that communications be both  
20 verbal and written, that Relator be allowed to record conversations, that Relator be  
21 given flexibility during meetings to excuse himself, and a general effort to avoid  
22 surprises to Relator about workplace issues which might result in severe anxiety or  
23 dissociation. Dr. Puri's letter concluded by advising Raytheon that its reluctance  
24 to negotiate reasonable accommodations with Relator had been exacerbating the  
25 symptoms of his PTSD.

26 51. On or about August 10, 2011, Relator submitted a written complaint  
27 to his Congresswoman, Janice Hahn, disclosing Raytheon's gross mismanagement  
28 of the Army contract with the expectation that he would be protected from



1 retaliation. Relator's letter to Congresswoman Hahn resulted in an investigation  
2 by the U.S. Department of Defense ("DOD") Inspector General.

3 52. Shortly after the DOD investigation began, Program Manager Crosby  
4 abruptly left his job with Raytheon, where he had worked for 32 years, even  
5 though he was well under retirement age. Relator suspects Crosby's employment  
6 was terminated because of the fraud relating to the Hawkeye program contract.

7 53. On September 14, 2011, Relator submitted an ADA Complaint to  
8 Raytheon pursuant to the requirements of Raytheon's Alternative Dispute  
9 Resolution process.

10 54. On October 17, 2011, Relator sent an email to Tina Romain and  
11 David Kanagawa in Raytheon's Human Resources Department, subject line,  
12 "ADA accommodation progress." In his email, Relator reiterated the history of his  
13 requests for reasonable accommodations of his disability, dating back to July 15,  
14 2011. Relator's email also provided information about his disability, post-  
15 traumatic stress disorder, and objective support for his requested accommodations.  
16 Further, Relator's email notified Raytheon that his "recent interim performance  
17 evaluation included criticisms of [his] performance which could be improved by  
18 the implementation of the accommodations" he was seeking. In other words, had  
19 Raytheon timely provided reasonable accommodations, Relator's performance  
20 would not have been lacking. Because Relator had previously been told it takes  
21 Raytheon 30 to 90 days to respond to ADA accommodation requests, and that time  
22 frame had been exceeded, Relator requested "immediate attention" to his requests.

23 55. On or about November 9, 2011, Relator complained to the Office of  
24 Federal Contract Compliance Programs ("OFCCP") that he was being  
25 discriminated against based on his disabilities. By letter dated November 17, 2011,  
26 Relator received confirmation of receipt of his complaint from the OFCCP.

27 56. Also, by letter dated November 17, 2011, Relator received  
28 confirmation from Congresswoman Hahn that she had received a response from

1 the DOD Inspector General's office, stating it would be contacting Relator directly,  
2 in order to obtain the details of his complaint that Raytheon had committed fraud  
3 and overcharging.

4 57. On November 27, 2011, Relator provided the OFCCP with a detailed  
5 recitation of the facts supporting his claim of disability discrimination.

6 58. On December 1, 2011, Relator received an email from the Department  
7 of Defense Hotline, which requested additional details relating to the complaint he  
8 had submitted to Congresswoman Hahn's office. In a reply email the same day,  
9 Relator provided the requested details, including the contract number and the  
10 provision in the contract with which Raytheon was unable to comply.

11 59. By letter dated December 1, 2011, Relator received confirmation from  
12 the OFCCP that it was investigating his complaints of harassment, reassignment  
13 and failure to provide reasonable accommodations of his disabilities.

14 60. After being removed from the Hawkeye program, Relator's internal  
15 assignment status was changed to "awaiting assignment" and Relator spent weeks  
16 in complete isolation with literally no work to do. Although Relator was  
17 eventually assigned various small projects to complete, he was never reassigned to  
18 an actual project. Also, after being removed from the Hawkeye program, Relator's  
19 Raytheon email was repeatedly hacked, with large blocks of emails being deleted  
20 from his account, as well as portions of emails removed while the remainder of the  
21 email remained intact.

22 61. On or about February 12, 2012, Relator received his Performance &  
23 Development Summary (performance evaluation) for the 2011 work year.  
24 Relator's 2011 performance was rated as "Meets Requirements." Interestingly, the  
25 February 2012 evaluation acknowledges that Relator "[d]iscovered and brought to  
26 management's attention contracting issue regarding GCS certification requirement  
27 in Hawkeye's Contractual Engineering Task" and lists as one of Relator's  
28 strengths: "Attention to detail shown in alerting management to Hawkeye's

1 contracting issue regarding the inability to fulfill CET describing GCS  
2 certification.” Nevertheless, the evaluation also criticized Relator, noting “[f]rom  
3 the program point of view, there were issues that Ed continued to bring up that had  
4 already been addressed,” clearly referring to Relator’s repeated complaints that  
5 Raytheon could not comply with CET 3.3.2.2 of the contract with the United States  
6 Army. The evaluation continues on to characterize this conduct by Relator as “a  
7 distraction to program personnel” and states Relator “impeded program  
8 performance and execution.”

9 62. By letter dated March 28, 2012, Relator was notified of the results of  
10 the OFCCP’s investigation into his complaint of disability discrimination. The  
11 OFCCP concluded that, although the applicable federal anti-discrimination laws  
12 applied to Raytheon and protected Relator, there was “insufficient evidence to  
13 conclude that [Relator] was removed from [the Hawkeye program] assignment  
14 because of his disability.” The OFCCP found Relator’s reassignment “was due to  
15 reasons unrelated to his disability[; s]pecifically, his disruptive behavior in  
16 meetings and unwillingness to work as a team member resulted in a business  
17 decision by the program manager [Crosby] to re-assign [Relator].” By making this  
18 finding, the OFCCP unwittingly bolstered Relator’s suspicion that the  
19 reassignment was motivated by his whistleblower complaints that Raytheon was  
20 engaged in fraud and overcharging the federal government.

21 63. In 2012, Relator was awarded a “Shining Star” by his supervisor  
22 relating to developing an engineering notebook for the Multi-Platform Radar  
23 Technology Insertion Program Field Service Representative project.

24 64. On or about January 30, 2013, Relator received his Performance &  
25 Development Summary (performance evaluation) for the 2012 work year.  
26 Relator’s 2012 performance was rated as “Meets Expectations.”

27 65. On January 13 and 14, 2014, Relator corresponded by email with the  
28 DOD Inspector General, accessing his personal gmail account from his Raytheon

1 work computer in order to schedule the interview relating to his whistleblower  
2 complaint.

3 66. On January 29, 2014, Relator was finally interviewed by the DOD  
4 Inspector General criminal investigators regarding his 2011 complaint.

5 67. Less than one week later, on February 5, 2014, Relator was notified  
6 he was being laid off by Raytheon, because his "position in the company will be  
7 eliminated effective February 19, 2014." The paperwork provided to Relator  
8 regarding the layoff notified Relator that he and one other employee were being  
9 laid off as part of a "reduction-in-force." Relator was offered a financial separation  
10 package in exchange for signing a release of all claims. Relator rejected the  
11 package and did not sign the release. The paperwork accompanying the layoff  
12 notification indicates that 2 of 13 employees in Relator's "decisional unit" were  
13 being laid off.

14 68. Almost immediately, Relator contacted the DOD Inspector General  
15 and asserted that his layoff was retaliation for his whistleblower complaint. By  
16 letter dated March 24, 2014, Relator was notified the DOD was dismissing his  
17 retaliation complaint, even though, by all accounts, Relator's underlying  
18 whistleblower complaint was still under investigation by the DOD Inspector  
19 General's office at that time.

20 69. Relator again made a "hotline" complaint and on April 22, 2014,  
21 Relator received an email from the DOD Office of Inspector General "Defense  
22 Hotline Team" confirming the Whistleblower Reprisal Investigations Directorate  
23 "did not find a sufficient basis to initiate an inquiry" into Relator's retaliation  
24 complaint. However, the Defense Hotline Team stated it had initiated a case and  
25 referred Relator's concerns to the Department of the Army Inspector General.

26 70. Finally, although as promised to Relator during the hiring process,  
27 Raytheon had a duty to properly maintain and update Relator's security clearance  
28 and should have initiated a 5 year update in 2012, Raytheon failed in this duty.

Raytheon's failure resulted first in Relator's security clearance being dropped from "Top Secret" to "Secret," and then in the expiration of Relator's "Secret" security clearance altogether, thereby depriving Relator of this valuable asset when he embarked upon a search for subsequent employment.

71. At the time of his termination, Relator was earning approximately \$128,000 per year, plus benefits, and an annual bonus equating approximately 3% of his annual salary.

### **FIRST CAUSE OF ACTION**

#### **False Claims Act – Presenting or Causing the Presentation of False or Fraudulent Claims to the United States, 31 U.S.C. §3729(a)(1)(A)**

(Against All Defendants)

72. Relator re-alleges and incorporates herein by reference paragraphs 1 through 71, inclusive, as though fully set forth herein.

73. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. §§3729, *et seq.*, as amended.

74. Through the acts described herein, including by submitting claims to the United States for payment on contract #H94003-04-D-0006, for work it could not perform, Defendants have knowingly presented or caused to be presented, false or fraudulent claims to officers, employees or agents of the United States, within the meaning of 31 U.S.C. section 3729(a)(1)(A).

75. As a result of Defendants' acts, the United States has been damaged, and continues to be damaged, in a substantial amount to be determined at trial.

76. Additionally, the United States is entitled to the maximum penalty of \$11,000 for each and every false and fraudulent claim presented by Defendants arising from their unlawful conduct as described herein.

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**SECOND CAUSE OF ACTION**

**False Claims Act – Making or Using or Causing Another to Make or Use a  
False Record or Statement to Get a False or Fraudulent Claim Paid or  
Approved, 31 U.S.C. §3729(a)(1)(B)**

**(Against All Defendants)**

77. Relator re-alleges and incorporates herein by reference paragraphs 1 through 71, inclusive, as though fully set forth herein.

78. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. §§3729, *et seq.*, as amended.

79. Through the acts described herein, including making the false statement that it could provide a GCS “certified for military air transport” as part of contract #H94003-04-D-0006, in support of its claim to be paid in excess of \$23 million, Defendants have knowingly made, used, or caused to be made or used, false or fraudulent records and statements, and omitted material facts, to get false and fraudulent claims paid or approved, within the meaning of 31 U.S.C. section 3729(a)(1)(B).

80. As a result of Defendants’ acts, the United States has been damaged, and continues to be damaged, in a substantial amount to be determined at trial.

81. Additionally, the United States is entitled to the maximum penalty of \$11,000 for each and every false and fraudulent record or statement made or used, or caused to be made or used by Defendants arising from their unlawful conduct as described herein.

**THIRD CAUSE OF ACTION**

**False Claims Act – Conspiracy, 31 U.S.C. §3729(a)(1)(C)**

**(Against All Defendants)**

82. Relator re-alleges and incorporates herein by reference paragraphs 1 through 71, inclusive, as though fully set forth herein.

83. This is a claim for treble damages and penalties under the False



1 Claims Act, 31 U.S.C. §§3729, *et seq.*, as amended.

2 84. Through the acts described herein, Defendants and DOE Defendants,  
3 acting together in concert as each other's contractors, agents, partners, and/or  
4 representatives in submitting false claims, records, and statements therefor without  
5 disclosing material facts or by providing information of falsity, were acting within  
6 the course, scope, and authority of such contract, agency, partnership and/or

7 representation for the conduct described herein. Defendants conspired to defraud  
8 the United States by getting false or fraudulent claims allowed or paid, within the  
9 meaning of 31 U.S.C. section 3729(a)(1)(C), including by making representations  
10 they could provide a GCS "certified for military air transport" as part of contract  
11 #H94003-04-D-0006, in support of its claim to be paid in excess of \$23 million.

12 85. As a result of Defendants' acts, the United States has been damaged,  
13 and continues to be damaged, in a substantial amount to be determined at trial.

14 86. Additionally, the United States is entitled to the maximum penalty of  
15 \$11,000 for each and every false and fraudulent claim allowed or paid through  
16 Defendants' conspiracy to defraud the United States.

#### 17 **FOURTH CAUSE OF ACTION**

#### 18 **False Claims Act – Unlawful Retention of Overpayments and Failure to** 19 **Disclose Overpayments, 31 U.S.C. §3729(a)(1)(G)**

20 (Against All Defendants)

21 87. Relator re-alleges and incorporates herein by reference paragraphs 1  
22 through 71, inclusive, as though fully set forth herein.

23 88. This is a claim for treble damages and penalties under the False  
24 Claims Act, 31 U.S.C. §§3729, *et seq.*, as amended.

25 89. In 2010, the FCA was amended, imposing additional requirements for  
26 Defendants to return funds they have knowingly and falsely retained.

27 90. Relator is informed and believes and based thereon alleges that  
28 Raytheon retained the entire amount paid to it by the United States for contract

1 #H94003-04-D-0006, despite the fact that it could not provide a GCS “certified for  
2 military air transport”.

3 91. Defendants were aware that the conduct described herein resulted in  
4 the submission of false claims for payment to which Defendants were not entitled.  
5 Defendants have knowingly and wrongfully retained such overpayments. Since  
6 enactment of amendments to 31 U.S.C. section 3729(a)(1)(C), each day that

7 Defendants have retained such an overpayment is a separate violation of the FCA.

8 92. Additionally, Federal Acquisition Regulation (“FAR”) 52.203-13  
9 requires Defendants to timely disclose, in writing, to the agency Office of the  
10 Inspector General, with a copy to the Contracting Officer whenever, in connection  
11 with the award, performance, or closeout of a contract or any subcontract  
12 thereunder, the Contractor has credible evidence that a principal, employee, agent  
13 or subcontractor of the Contractor has committed a violation of the False Claims  
14 Act.

15 93. As a result of Defendants’ acts, the United States has been damaged,  
16 and continues to be damaged, in a substantial amount to be determined at trial.

17 94. Additionally, the United States is entitled to the maximum penalty of  
18 \$11,000 for each and every false record or statement knowingly made, used, or  
19 caused to be made or used material to an obligation to transmit money or property  
20 to the government.

## 21 **FIFTH CAUSE OF ACTION**

### 22 **False Claims Act – Retaliation, 31 U.S.C. §3730(h)**

23 (Against Raytheon)

24 95. Relator re-alleges and incorporates herein by reference paragraphs 1  
25 through 71, inclusive, as though fully set forth herein.

26 96. Through reporting, investigating, and attempting to stop Defendants’  
27 fraudulent conduct, Relator was threatened, discriminated against, demoted and  
28 ultimately terminated by Defendants because of lawful acts he performed in

1 furtherance of an action under 31 U.S.C. §3729.

2 97. Federal law entitles employees to “all relief necessary to make that  
3 employee . . . whole, if that employee . . . is discharged, demoted, suspended,  
4 threatened, harassed, or in any other manner discriminated against in the terms and  
5 conditions of employment because of lawful acts done by the employee . . . in  
6 furtherance of an action under” the federal False Claims Act. (31 U.S.C.  
7 §3730(h)(1)).

8 98. The “relief” to which Relator is entitled under this section includes  
9 “reinstatement with the same seniority status that employee . . . would have had but  
10 for the discrimination, 2 times the amount of back pay, interest on the back pay,  
11 and compensation for any special damages sustained as a result of the  
12 discrimination, including litigation costs and reasonable attorneys’ fees.” (31  
13 U.S.C. §3730(h)(2)).

#### 14 **SIXTH CAUSE OF ACTION**

##### 15 **Unlawful Reprisal in Violation of 10 U.S.C. §2409**

16 (Against Raytheon)

17 99. Relator re-alleges and incorporates herein by reference paragraphs 1  
18 through 71, inclusive, as though fully set forth herein.

19 100. Federal law prohibits employers who contract with the government  
20 from discharging, demoting or otherwise discriminating against an employee “as a  
21 reprisal for disclosing to a Member of Congress, . . . an Inspector General, . . . [or]  
22 a Department of Defense employee . . . information that the employee reasonably  
23 believes is evidence of gross mismanagement of a Department of Defense contract  
24 or grant, a gross waste of Department of Defense funds, . . . or a violation of law  
25 related to a Department of Defense contract (including the competition for or  
26 negotiation of a contract . . .” (10 U.S.C. §2409(a)).

27 101. Relator’s complaints to Congresswoman Hahn’s office and the  
28 Department of Defense Inspector General fall squarely within the scope of this

1 federal law.

2 102. Raytheon's retaliation against Relator by demoting him, removing  
3 him from the Hawkeye program, and ultimately terminating his employment on  
4 pretextual grounds, for his role in complaining about and exposing the fraud  
5 violates 10 U.S.C. §2409.

6 103. An employee who prevails on a claim brought pursuant to 10 U.S.C.  
7 section 2409 is entitled to reinstatement to his position with compensation,  
8 including back pay, employment benefits and other terms and conditions of his  
9 employment, plus all costs and expenses, including attorneys' fees incurred by the  
10 employee in connection with bringing his complaint.

# 11 **SEVENTH CAUSE OF ACTION**

## 12 **Wrongful Termination in Violation of Public Policy**

13 (Against Raytheon)

14 104. Relator re-alleges and incorporates herein by reference paragraphs 1  
15 through 71, inclusive, as though fully set forth herein.

16 105. It is the law and public policy of the State of California that no  
17 employer may terminate an employee because that employee reported suspicions  
18 of illegal conduct to his employer. (*Collier v. Superior Court* (1991) 228  
19 Cal.App.3d 1117, 1127).

20 106. It is the law and public policy of the State of California that no  
21 employer may "retaliate against an employee for disclosing information, or  
22 because the employer believes that the employee disclosed or may disclose  
23 information, to a government or law enforcement agency, to a person with  
24 authority over the employee or another employee who has the authority to  
25 investigate, discover, or correct the violation or noncompliance, or for providing  
26 information to, or testifying before, any public body conducting an investigation,  
27 hearing, or inquiry, if the employee has reasonable cause to believe that the  
28 information discloses a violation of state or federal statute, or a violation of or

1 noncompliance with a local, state, or federal rule or regulation, regardless of  
2 whether disclosing the information is part of the employee's job duties."  
3 (California Labor Code §1102.5(b)).

4 107. It is the law and public policy of the State of California that no  
5 employer may "retaliate against an employee for refusing to participate in an  
6 activity that would result in a violation of state or federal statute, or a violation of  
7 or noncompliance with a local, state, or federal rule or regulation." (California  
8 Labor Code §1102.5(c)).

9 108. It is the law and public policy of the State of California that no  
10 employer shall discharge, formally discipline, or otherwise discriminate against, an  
11 employee who discloses the information about an employer's working conditions.  
12 (California Labor Code §232.5(c)).

13 109. Relator is informed and believes and based thereon alleges that his  
14 reports to Defendants of false and fraudulent nature of the contract for Raytheon's  
15 Hawkeye Program were factors in the termination of his employment.

16 110. Defendants were motivated to terminate Relator's employment on  
17 grounds that violate the aforementioned California public policies by terminating  
18 Relator's employment because of his protected conduct.

19 111. Defendants violated California public policies and laws as set forth in  
20 the California Labor Code, and/or common law by terminating Relator because of  
21 his protected conduct as set forth above.

22 112. As a result of Defendants' aforesaid acts and omissions, Relator has  
23 been directly and legally caused to suffer actual damages including, but not limited  
24 to, substantial losses in earnings, other employment benefits, and future earning  
25 capacity, and other pecuniary loss not presently ascertained, in an amount  
26 according to proof at the time of trial.

27 113. As a further direct and legal result of Defendants' acts and conduct,  
28 Relator has been caused to suffer, did suffer and continues to suffer severe

1 emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
 2 mental and physical pain, discomfort and anxiety. Relator does not know at this  
 3 time the exact, nature, extent, duration or permanence of said injuries, but is  
 4 informed and believes and based thereon alleges that some if not all of the injuries  
 5 are reasonably certain to be permanent in character.

6 114. Relator has been generally damaged in an amount within the  
 7 jurisdictional limits of this Court.

8 115. Relator is informed and believes and based thereon alleges that by  
 9 engaging in the aforementioned acts and/or in authorizing and/or ratifying such  
 10 acts, Defendants engaged in willful, malicious, intentional, oppressive and  
 11 despicable conduct, and acted with willful and conscious disregard of Relator's  
 12 rights, welfare and safety, thereby justifying the award of punitive and exemplary  
 13 damages in an amount to be determined at trial.

14 116. As a result of Defendants' unlawful conduct alleged herein, Relator  
 15 has incurred and continues to incur legal expenses which he can, and seeks to  
 16 recover, in an amount according to proof at the time of trial.

### 17 **EIGHTH CAUSE OF ACTION**

#### 18 **Unlawful Retaliation in Violation of California Labor Code §1102.5**

19 (Against Raytheon)

20 117. Relator re-alleges and incorporates herein by reference paragraphs 1  
 21 through 71, inclusive, as though fully set forth herein.

22 118. California Labor Code section 1102.5(b) prohibits employers from  
 23 retaliating against "an employee for disclosing information, or because the  
 24 employer believes that the employee disclosed or may disclose information, to a  
 25 government or law enforcement agency, to a person with authority over the  
 26 employee or another employee who has the authority to investigate, discover, or  
 27 correct the violation or noncompliance, or for providing information to, or  
 28 testifying before, any public body conducting an investigation, hearing, or inquiry,



1 if the employee has reasonable cause to believe that the information discloses a  
 2 violation of state or federal statute, or a violation of or noncompliance with a local,  
 3 state, or federal rule or regulation, regardless of whether disclosing the information  
 4 is part of the employee's job duties."

5 119. California Labor Code section 1102.5(c) prohibits employers from  
 6 retaliating against "an employee for refusing to participate in an activity that would  
 7 result in a violation of state or federal statute, or a violation of or noncompliance  
 8 with a local, state, or federal rule or regulation."

9 120. During his employment, Relator engaged in the following legally  
 10 protected activity:

- 11 a. disclosed Defendants' unlawful conduct to Defendants;
- 12 b. disclosed Defendants' unlawful conduct to the United States  
 13 Department of Defense;
- 14 c. disclosed Defendants' unlawful conduct to a Member of Congress;  
 15 and
- 16 d. disclosed Defendants' unlawful conduct to an Inspector General.

17 121. Defendants were motivated to retaliate against Relator on grounds that  
 18 violate the California Labor Code sections 1102.5, *et seq.*, as set forth above.

19 122. As a result of Defendants' aforesaid acts and omissions, Relator has  
 20 been directly and legally caused to suffer actual damages including, but not limited  
 21 to, substantial losses in earnings, other employment benefits, and future earning  
 22 capacity, and other pecuniary loss not presently ascertained, in an amount  
 23 according to proof at the time of trial.

24 123. As a further direct and legal result of Defendants' acts and conduct,  
 25 Relator has been caused to suffer, did suffer and continues to suffer severe  
 26 emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
 27 mental and physical pain, discomfort and anxiety. Relator does not know at this  
 28 time the exact, nature, extent, duration or permanence of said injuries, but is

1 informed and believes and based thereon alleges that some if not all of the injuries  
2 are reasonably certain to be permanent in character.

3 124. Relator has been generally damaged in an amount within the  
4 jurisdictional limits of this Court.

5 125. Relator is informed and believes and based thereon alleges that by  
6 engaging in the aforementioned acts and/or in authorizing and/or ratifying such  
7 acts, Defendants engaged in willful, malicious, intentional, oppressive and  
8 despicable conduct, and acted with willful and conscious disregard of Relator's  
9 rights, welfare and safety, thereby justifying the award of punitive and exemplary  
10 damages in an amount to be determined at trial.

11 126. As a result of Defendants' unlawful conduct alleged herein, Relator  
12 has incurred and continues to incur legal expenses which he can, and seeks to  
13 recover, in an amount according to proof at the time of trial.

14 127. In addition to other penalties, Defendants are liable for a civil penalty  
15 not exceeding \$10,000 for each violation of California Labor Code section 1102.5,  
16 as set forth in California Labor Code section 1102.5(f).

17 **NINTH CAUSE OF ACTION**

18 **Intentional Infliction of Emotional Distress**

19 (Against Raytheon)

20 128. Relator re-alleges and incorporates herein by reference paragraphs 1  
21 through 71, inclusive, as though fully set forth herein.

22 129. Defendants' conduct, as set forth above, was so extreme and  
23 outrageous that it exceeded the boundaries of a decent society and lies outside of  
24 the compensation bargain. Said conduct was intended to cause severe and  
25 emotional distress, or was done in conscious disregard of the probability of causing  
26 severe emotional distress.

27 130. As a further direct and legal result of Defendants' acts and conduct,  
28 Relator has been caused to and did suffer and continues to suffer severe emotional

1 and mental distress, anguish, humiliation, embarrassment, fright, mental and  
 2 physical pain, discomfort and anxiety, all to his damage in an amount according to  
 3 proof at the time of trial. Relator does not know at this time the exact duration or  
 4 permanence of said injuries, but is informed and believes, and thereon alleges, that  
 5 some if not all of the injuries are reasonably certain to be permanent in character.

6 131. In doing the acts alleged herein, Defendants acted with oppression,  
 7 fraud, malice, deceit and in willful and conscious disregard of Relator's rights,  
 8 welfare and safety, and Relator is therefore entitled to punitive damages in an  
 9 amount according to proof at the time of trial thereby justifying the award of  
 10 punitive and exemplary damages in an amount to be determined at trial.

### 11 **TENTH CAUSE OF ACTION**

#### 12 **Unfair Business Practices**

13 (Against Raytheon)

14 132. Relator re-alleges and incorporates herein by reference paragraphs 1  
 15 through 71, 73 through 76, 78 through 81, 83 through 86, 88 through 94, 96  
 16 through 98, 100 through 103, 105 through 116, 118 through 127 and 129 through  
 17 131, inclusive, as though fully set forth herein.

18 133. California Business & Professions Code sections 17200, *et seq.* define  
 19 unfair competition to include any "unfair," "unlawful," or "deceptive" business  
 20 practice. California Business & Professions Code sections 17200, *et seq.* provide  
 21 for injunctive and restitutionary relief for violations.

22 134. Defendants engaged in unfair business practices by committing the  
 23 following acts, among others:

- 24 a. terminating Relator based on his protected conduct, including but not
- 25 limited to, reporting suspicions of illegal conduct to Defendants, in
- 26 violation of California Labor Code sections 232.5 and 1102.5;
- 27 b. retaliating against Relator for reporting suspected unlawful conduct to
- 28 Defendants in violation of California Labor Code section 1102.5;

- 1 c. retaliating against Relator in violation of 31 U.S.C. section 3730(h);  
2 and  
3 d. subjecting Relator to unlawful reprisal in violation of 10 U.S.C.  
4 section 2409.

5 135. As a direct and proximate result of Defendants' conduct as alleged  
6 herein, Relator has been damaged as a result of Defendants' violations of the  
7 statutes set forth above.

8 136. Under California Business & Professions Code sections 17200 and  
9 17203, Relator is entitled to restitution of all wages Defendants agreed to pay and  
10 which were due to Relator, wrongfully withheld by Defendants, together with  
11 interest thereon.

12 137. Under California Business & Professions Code section 17203, Relator  
13 also seeks an order enjoining Defendants from continuing its aforesaid unlawful  
14 practices. Injunctive relief is appropriate to avoid a multiplicity of suits for  
15 continuing violations of California Business & Professions Code sections 17200, *et*  
16 *seq.*

17 138. Defendants' conduct, as alleged above, constitutes unlawful, unfair  
18 and fraudulent activity prohibited by California Business & Professions Code  
19 sections 17200, *et seq.*

20 139. As a result of their improper acts, Defendants have reaped and  
21 continue to reap unfair benefits and illegal profits at Relator's expense.  
22 Defendants should be made to restore to Relator these gains pursuant to California  
23 Business & Professions Code section 17203.

24 140. Defendants should also be permanent enjoined from violating the  
25 California Labor Code.

26 141. Defendants should also be subjected to penalties pursuant to  
27 California Business & Professions Code section 17202.

28 ///

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, United States of America, through Relator respectfully prays for judgment against Defendants, and each of them, as follows:

1. That Defendants be ordered to cease and desist from defrauding the United States in violation of 31 U.S.C. §§3729, *et seq.*;

2. That this Court enter judgment against Defendants in an amount equal to three times the amount of damages the United States has sustained because of Defendants' actions, plus of civil penalty of not less than \$5,500 and not more than \$11,000 for each violation of 31 U.S.C. section 3729;

3. That Relator be awarded the maximum amount allowed pursuant to 31 U.S.C. section 3730(d);

4. That, as a result of Defendants' unlawful employment actions, Relator receive all relief necessary to make him whole pursuant to federal and state causes of action for wrongful employment conduct, retaliation and termination;

5. That, as a result of Defendants' violations of public policy and violation of California Labor Code section 1102.5, Relator receive all relief necessary to make him whole pursuant to federal and state law;

6. That Relator is immediately reinstated with the same seniority status he would have had but for the discrimination, 2 times the amount of back pay, interest on the back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees. (31 U.S.C. §3730(h)(2));

7. For special damages, including past and future lost wages and benefits;

8. For general damages, including emotional distress, physical and mental pain and suffering;

9. For exemplary or punitive damages in an amount sufficient to punish Defendants and to deter similar future misconduct;

1 10. For injunctive and other equitable relief, including but not limited to  
2 reinstatement with back pay, as permitted by law;

3 11. For a permanent injunction prohibiting Defendants from violating  
4 Labor Code sections 1102, *et seq.*;

5 12. For disgorgement through restitution of all ill-gotten and/or ill-gained  
6 profits, including unpaid wages, premiums and/or penalties, resulting from  
7 Defendants' unfair business practices;

8 13. For costs of suit incurred herein;

9 14. For attorneys' fees on causes of action where fees are available by  
10 law;

11 15. Prejudgment and post-judgment interest as available by law; and

12 16. For such other and further relief as this Court may deem just and  
13 proper.

14  
15 DATED: February 17, 2016

APPLETON LAW GROUP, APC

16  
17 By: 

HEATHER APPLETON  
Attorneys for Relator  
ALFRED EDWIN PEVLER

18  
19  
20 **DEMAND FOR TRIAL BY JURY**

21 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Relator hereby  
22 demands a trial by jury.

23  
24 DATED: February 17, 2016

APPLETON LAW GROUP, APC

25  
26 By: 

HEATHER APPLETON  
Attorneys for Relator  
ALFRED EDWIN PEVLER



## CIVIL COVER SHEET

ORIGINAL

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES ex rel PEVLER, ALFRED EDWIN

**DEFENDANTS**

RAYTHEON COMPANY

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Los Angeles

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

SEE ATTACHMENT

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in one Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in one Box for Plaintiff and one Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in one Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input checked="" type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in one Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
31 USC §3730(b)(2)

Brief description of cause:

False Claims Act case on behalf of United States; Retaliation and Wrongful Termination on behalf of Relator

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.**DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

CV 16-01144

DOCKET NUMBER

DATE

02/17/2016

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**ATTACHMENT TO CIVIL COVER SHEET**

Attorneys for Plaintiff:

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